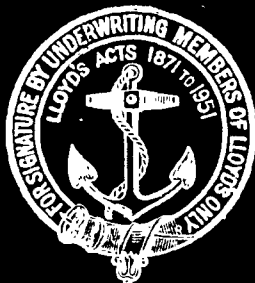


Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719

62000 * 28 SEP 1953

**T.P. 9
(U.S.A. AND CANADA)**Form approved by Lloyd's
Underwriters' Fire and
Non-Marine Association.

Any person not an Underwriting Member of Lloyd's subscribing this Policy, or any person uttering the same if so subscribed, will be liable to be proceeded against under Lloyd's Acts.

Printed at Lloyd's, London, England.

No. 509 / 53 DD 1617

No Policy or other Contract dated on or after 1st Jan., 1924, will be recognised by the Committee as entitling the holder to the benefit of the Funds and/or Guarantees lodged by the Underwriters or Contract as security for their liabilities unless it bears at foot the Seal of Lloyd's Policy.

LLOYD'S EXCESS PUBLIC LIABILITY, PRODUCTS DAMAGE AND PRODUCTS LIABILITY POLICY (DIRECT INSURANCE)

(Subscribed only by Underwriting Members of Lloyd's all of whom have complied with the requirements of the Assurance Companies Acts 1909 and 1946 as to security and otherwise.)

Whereas MONSANTO CHEMICAL COMPANY.

of St. Louis, Missouri.
(hereinafter called "the Assured") has paid \$ 2,631.34
Premium or Consideration to the Underwriting Members of Lloyd's who have hereunto
subscribed their Names,

We the Underwriters hereby agree, subject to the terms, conditions and limitations hereinafter mentioned, to indemnify the Assured in respect of accidents occurring during the period commencing 15th April, 1953 Noon Local Standard Time. and ending 15th April, 1954 Noon Local Standard Time for any and all sums which the Assured shall by law become liable to pay and shall pay or by final judgment be adjudged to pay to any person or persons (excepting employees of the Assured injured during the course of their employment) as damages

- (a) for bodily injuries, including death at any time resulting therefrom, caused by accident, hereinafter referred to as "Bodily Injury", and
- (b) for damage to or destruction of property of others (excluding property under the Assured's care, custody or control) caused by accident, hereinafter referred to as "Property Damage", arising out of the hazards covered by and as defined in the underlying policy/ies specified in the Schedule herein and issued by the Liberty Mutual Insurance Company hereinafter called the "Primary Insurers",

This Policy for U.S. \$1,151,210 covers its pro rata proportion of the followings:
Provided always that it is expressly agreed that liability shall attach to the Underwriters only after the Primary Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability and as per addendum attached.

(a) BODILY INJURY

\$ ultimate net loss in respect of each person and, subject to that same limit each person,
\$ ultimate net loss in respect of each accident but, as regards Products Liability,
\$ ultimate net loss in the aggregate in any one policy year; and

(b) PROPERTY DAMAGE

\$ ultimate net loss in respect of each accident,
\$ ultimate net loss in the aggregate in any one policy year in respect of each hazard insured with an aggregate limit;

(all hereinafter referred to as the "Primary Limit or Limits") and the Underwriters shall then be liable to pay only such additional amounts as will provide the Assured with a total coverage under the policy/ies of the Primary Insurers and this Policy combined of

(a) BODILY INJURY

\$ ultimate net loss in respect of each person and, subject to that same limit each person,
\$ ultimate net loss in respect of each accident but, as regards Products Liability, not exceeding
\$ ultimate net loss in the aggregate in any one policy year; and

(b) PROPERTY DAMAGE

CONFIDENTIAL BUSINESS INFORMATION

Monsanto CBI 5A000268

Monsanto Company 104(e) Response: CONFIDENTIAL BUSINESS INFORMATION

ultimate net loss in respect of each accident but not exceeding
ultimate net loss in the aggregate in any one policy year in respect of each hazard insured with an aggregate
limit under the underlying policy/ies.

DEFINITIONS

1. ACCIDENT. The word "accident" shall be understood to mean an accident or series of accidents arising out of one event or occurrence.
2. ULTIMATE NET LOSS. The words "ultimate net loss" shall be understood to mean the sums paid in settlement of losses for which the Assured is liable after making deductions for all recoveries, salvages and other insurances (other than recoveries under the policy/ies of the Primary Insurers), whether recoverable or not, and shall exclude all expenses and "Costs."
3. COSTS. The word "Costs" shall be understood to mean interest on judgments, investigation, adjustment and legal expenses (excluding, however, all expenses for salaried employees and retained counsel of and all office expenses of the Assured).
4. POLICY YEAR. The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the day and hour first named above.

CONDITIONS

1. PAYMENT OF COSTS. "Costs" incurred by the Assured personally, with the written consent of the Underwriters, and for which the Assured is not covered by the said Primary Insurers, shall be apportioned as follows:—
 - (a) In the event of claim or claims arising which appear likely to exceed the Primary Limit or Limits, no "Costs" shall be incurred by the Assured without the written consent of the Underwriters.
 - (b) Should such claim or claims become adjustable previous to going into court for not more than the Primary Limit or Limits, then no "Costs" shall be payable by the Underwriters.
 - (c) Should, however, the sum for which the said claim or claims may be so adjustable exceed the Primary Limit or Limits, then the Underwriters, if they consent to the proceedings continuing, shall contribute to the "Costs" incurred by the Assured in the ratio that their proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
 - (d) In the event that the Assured elects not to appeal a judgment in excess of the Primary Limit or Limits the Underwriters may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Underwriters exceed their limit or limits of liability as stated above, plus the expenses of such appeal.
2. APPLICATION OF SALVAGE. All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this clause shall be construed to mean that losses under this Policy are not recoverable until the Assured's ultimate net loss has been finally ascertained.
3. ATTACHMENT OF LIABILITY. Liability under this Policy shall not attach unless and until the Primary Insurers shall have admitted liability for the Primary Limit or Limits, or unless and until the Assured has by final judgment been adjudged to pay a sum which exceeds such Primary Limit or Limits.
4. MAINTENANCE OF PRIMARY INSURANCE. This Policy is subject to the same warranties, terms and conditions (except as regards the premium, the obligation to investigate and defend, the amount and limits of liability and the renewal agreement, if any, and except as otherwise provided herein) as are contained in or as may be added to the policy/ies of the Primary Insurers prior to the happening of an accident for which claim is made hereunder and should any alteration be made in the premium for the policy/ies of the Primary Insurers during the currency of this Policy, then the premium hereon shall be adjusted accordingly.

It is a condition of this Policy that the policy/ies of the Primary Insurers shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents occurring during the policy year.

Form T.P.9. (27.9.51)
N.M.A. 649

1149

5. PREMIUM COMPUTATION (delete clause not applicable).

- (a) The premium for this Policy represents $\frac{1}{100}$ per cent. of the gross premium of the policy/ies of the Primary Insurers, subject to a minimum premium of \$1000.
- (b) The premium for this Policy is computed by applying to the gross premium of the policy/ies of the Primary Insurers a percentage calculated at $\frac{1}{100}$ per cent. of the Manual Increase percentage in use by the Bureau Companies for ascertaining the difference in premium between
- (i) a policy with limits equal to the limits of the policy/ies of the Primary Insurers, and
 - (ii) a policy with limits equal to the limits of this Policy and of the policy/ies of the Primary Insurers combined, subject to a minimum premium of \$

6. CANCELLATION. This Policy may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided ten days' notice in writing be given. If this Policy shall be cancelled by the Assured, the Underwriters shall retain the earned premium hereon for the period that this Policy has been in force or the short rate proportion, as set out overleaf, of the minimum premium whichever is the greater. If this Policy shall be cancelled by the Underwriters, they shall retain the earned premium hereon for the period that this Policy has been in force or pro rata of the minimum premium whichever is the greater. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

7. NOTIFICATION OF CLAIMS. The Assured upon knowledge of any accident or occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to Excess Underwriters, Inc., 175 West Jackson Boulevard, Chicago 4, Illinois, U.S.A.

8. FRAUDULENT CLAIMS. If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

Now know We, that We the Underwriters, members of the Syndicate(s) whose definitive Number(s) in the attached list are set out in the Table opposite, or attached opposite, hereby bind Ourselves, each for his own part and not one for Another, our Heirs, Executors, and Administrators, and in respect of his due proportion only, to indemnify the Assured or the Assured's Executors, Administrators and Assigns against Liability and Costs as specified herein (subject to the conditions herein expressed), payment to be made within Seven Days after such Liability is proved, and so that the due proportion for which each of Us the Underwriters is liable shall be ascertained by reference to his proportion as ascertained according to the said List of the Amount, Percentage or Proportion of the total Sum assured which is in the said Table set opposite the definitive Number of the Syndicate of which such Underwriter is a member.

In Witness whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE,

A. X. Appleby

MANAGER.

Dated in London, the Twentieth day of August, One Thousand Nine Hundred and Fifty Three.

RAC.

SCHEDULE

The underlying policy/ies hereinbefore mentioned:—

Liberty Mutual Insurance Company with limits of \$5,000,000.

ADDENDUM.

Attaching to and forming part of Policy No. 53 DD 1617

of LLOYD'S, LONDON.

Issued to MONSANTO CHEMICAL COMPANY.

It is understood and agreed that the limits of liability under this Policy are as follows:

PROVIDED ALWAYS THAT it is expressly agreed that liability shall attach to the Underwriters only after the Primary Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

BODILY INJURY AND PROPERTY DAMAGE COMBINED.

\$5,000,000 ultimate net loss in respect of each accident or occurrence or in the aggregate

(all hereinafter referred to as the "Primary Limit or Limits") and then Underwriters shall then be liable to pay only such additional amounts as will provide the Assured with a total coverage under the Policy/ies of the Primary Insurers and this Policy combined of

BODILY INJURY AND PROPERTY DAMAGE COMBINED.

\$6,750,000 ultimate net loss in respect of each accident or occurrence or in the aggregate.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 20th August, 1953

RP/RAC.

Form 84

**Definitive Numbers of the Syndicates and Amount, Percentage or Proportion of the
Total Liability insured shared between the Members of those Syndicates.**

Amount, Percentage or Proportion.	Syndicate No.	Underwriters Reference.	Amount, Percentage or Proportion.	Syndicate No.	Underwriters Reference.
\$36,145	57	241/53. 1/4. TPUS.	\$50,605	763	NWS. 1/4/53.
14,460	56	TP. 14.5.52.	50,605	365	21/3/53.
168,675	417	31/3/53. M7206.	50,605	69	1.4.53.
16,865	795	21.3.53. TPX.	50,605	31	
41,495	75	3879L.	50,605	725	27/4. NM 10.
13,155	77	"	33,735	299	NIM 2/4/53.
10,120	73	7	25,300	300	
10,120	278	"	18,975	632	NM 1/4.
13,155	74	"	18,975	633	"
13,155	618	"	37,950	2	NON.
126,505	334	N. 1/4/53.	25,300	707	1/4/53.
10,795	263	LE/6/3317. 2/4/53.	25,300	855	1/4. NM.
16,195	450	"	8,435	896	2/4. H 1/12.
16,195	756	"	12,650	28	3/4.
8,095	595	"	12,650	358	2/4/53.
4,050	901	"	12,650	108	2/4.
8,095	999	"	8,435	477	M 2/4.
4,050	374	"			

L.P.S.O. 25	126,505	448	31/3.N.M.9.	P.S.O. 62	BROKER NO. 509	POLICY NO. 53 DD 1617.

ADDENDUM.

Attaching to and forming part of Policy No. 53 DD 1617
of LLOYD'S, LONDON.

Issued to MONSANTO CHEMICAL COMPANY.

It is understood and agreed that the definition of the word
"OCCURRENCE" shall be understood to mean an occurrence or series
of occurrences arising out of one event.

All other terms and conditions of the Policy remaining unchanged.

Dated, London, 20th August, 19 53

RP/RAC.

Form 87

19.5.53

SHORT RATE CANCELLATION TABLE

A. For Insurances written for one year:

Days Insurance in Force	Percent of One Year Premium	Days Insurance in Force	Percent of One Year Premium
1	5	154-166	53
2	6	167-180	64
3-4	7	181-184	65
5-6	8	185-187	66
7-8	9	188-171	67
9-10	10	172-175	68
11-12	11	176-178	69
13-14	12	179-182	70
15-16	13	183-187	71
17-18	14	188-191	72
19-20	15	192-196	73
21-22	16	197-200	74
23-25	17	201-205	75
26-29	18	206-209	76
30-32	19	210-214	77
33-36	20	215-218	78
37-40	21	219-223	79
41-43	22	224-228	80
44-47	23	229-232	81
48-51	24	233-237	82
52-54	25	238-241	83
55-58	26	242-246	84
59-62	27	247-250	85
63-65	28	251-255	86
66-69	29	256-260	87
70-73	30	261-264	88
74-76	31	265-269	89
77-80	32	270-273	90
81-83	33	274-278	91
84-87	34	279-282	92
88-91	35	283-287	93
92-94	36	288-291	94
95-98	37	292-296	95
99-102	38	297-301	96
103-105	39	302-305	97
106-109	40	306-310	98
110-113	41	311-314	99
114-116	42	315-319	100
117-120	43	320-323	
121-124	44	324-328	
125-127	45	329-332	
128-131	46	333-337	
132-135	47	338-342	
136-138	48	343-346	
139-142	49	347-351	
143-146	50	352-355	
147-149	51	356-360	
150-153	52	361-365	

B. For Insurances written for more or less than one year:—

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months;
 - a. Determine full annual premium as for an insurance written for a term of one year.
 - b. Deduct such premium from the full insurance premium, and on the remainder calculate the *pro rata* earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
 - c. Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.

In all communications please quote
the following reference

509

53 DD 1617

FORM T.P.9
(U.S.A. AND CANADA)

3 NOV 1953

LLOYD'S



LONDON

**Excess Public Liability,
Property Damage and Products
Liability Policy**
(Direct Insurance)

Assured **MONSANTO CHEMICAL COMPANY.**
St. Louis, Missouri.

Premium **U.S. \$2,631.34**

Policy and Stamp **U.S. \$2,631.90^{.56}**

Date of Expiry **15th April, 1954.**

*The Assured is requested to read this Policy, and, if
Incorrect, return it immediately for alteration.*

**In the event of any occurrence likely to result
in a claim under this Policy, immediate notice should be
given to:—**

No. 53 DD 1617

Whereas MONSANTO CHEMICAL COMPANY.

of St. Louis, Missouri.

hereinafter called the Assured, have paid U.S. \$242.35 ~~per~~U.S. \$106,025 partof U.S. \$1,750,000.

Premium or Consideration to Us, the undersigned Assurers to insure against loss as follows, viz.:

To indemnify the Assured for any and all sums which the Assured shall by Law become liable to pay on account of Excess Liability Bodily Injury and Property Damage, as per Lloyd's Policy No. 53 DD 1617.

U.S. \$1,750,000 ultimate net loss any one accident or occurrence and in all excess of \$5,000,000 ultimate net loss any one accident or occurrence and in all.

It is understood and agreed that this Policy shall run concurrently with and be subject to the same gross rate, terms, wording, conditions and endorsements as are particularly set forth in and/or as may from time to time be added to Policy No. 53 DD 1617 issued by Lloyd's Underwriters on the identical subject matter and risk.

during the period commencing with the Fifteenth day of

April 1953, and ending with the Fifteenth

day of April 1954, both days ~~inclusive~~

Noon Local Standard Time.

Now know ye that we the undersigned Assurers do hereby bind ourselves each **Company** for itself only and not the one for the other, to pay or make good to the Assured or the Assured's Executors Administrators and Assigns, all such loss as above stated, not exceeding the sum of ONE HUNDRED AND SIX THOUSAND AND TWENTY FIVE UNITED STATES DOLLARS PART OF ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND UNITED STATES in all, that the Assured may sustain during the said period, DOLL- within Seven Days after such loss is proved and that in ARS. proportion to the several sums by each of us subscribed against our respective names not exceeding the several sums aforesaid.

If the Assured shall make any claim knowing the same to be false or fraudulent as to the amount or otherwise this Policy shall become void and all claim thereunder shall be forfeited

IN WITNESS whereof we the said Assurers have set our names and sums assured in London, this Twentieth day of

August 1953.

RAC.

P.3.

\$33,735

BRITISH AND OVERSEAS INSURANCE COMPANY LIMITED.

W. Brown

PL 149746
GS2/320

\$72,290

ENGLISH AND AMERICAN INSURANCE COMPANY LIMITED.

J. M. Hall
for GENERAL MANAGER.

93/43926

(A) FORM

C53 77613 28 OCT

No. 53 DD 1617

The Institute of London Underwriters.

Companies Combined Policy.



U.S. \$396,385 part of U.S. \$1,750,000.

Whereas MONSANTO CHEMICAL COMPANY,

of St. Louis, Missouri,

hereby called the Assured, have promised to pay forthwith a Premium or Consideration

U.S. \$906.01

to Us, the Assurers,

To indemnify the Assured for any and all sums
pay on account of Excess Liability Bodily Injury and Property Damage, as per
Lloyd's Policy No. 53 DD 1617.

U.S. \$1,750,000 ultimate net loss any one accident or occurrence and in all
excess of

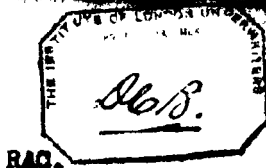
U.S. \$5,000,000 ultimate net loss any one accident or occurrence and in all.
It is understood and agreed that this Policy shall run concurrently with and
be subject to the same gross rate, terms, wording, conditions and endorsements
as more particularly set forth in and/or as may from time to time be added to
Policy No. 53 DD 1617 issued by Lloyd's Underwriters on the identical subject
matter and risk.

during the period commencing with the Fifteenth day of April 1953 and ending

with the Fifteenth day of April 1954 both days Noon Local Standard Time.

Now know ye that we the Assurers do hereby bind ourselves, each Company for itself only and
not one for another and in respect only of the due proportion of each Company, to pay to the Assured or the
Assured's Executors, Administrators and Assigns, all such loss as may be sustained that the Assured may
sustain during the aforesaid period, not exceeding in all the sum insured, or properly apportioned to the sums,
or to the percentages or proportions of the sum insured, subscribed against our names respectively.
If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise,
this Policy shall become void and all claim thereunder shall be forfeited.

IN WITNESS whereof we the said Assurers have subscribed our names and sums assured in London this
20th day of August 1953, and the Manager and Secretary of the Institute of London
Underwriters has subscribed the same on behalf of the Assurers.



Signed

Manager and Secretary
The Institute of London Underwriters.

X.P. 25 from the 1st day of March, 1944, this Policy must bear the seal of the Institute of London Underwriters Policy Department.

COLLECTIVE POLICY

ISSUED BY

THE DOMINION INSURANCE COMPANY LTD.

THE LONDON & EDINBURGH INSURANCE CO. LTD.

ANGLO SAXON INSURANCE ASSOCIATION LTD.

VANGUARD INSURANCE COMPANY LTD. (Incorporated in New South Wales)



MANAGING UNDERWRITERS

C. F. & A. U. LTD.

STEVENSON HOUSE

154/156 FENCHURCH STREET

LONDON E.C. 3

Telephone MANSON HOUSE 9361

Whereas the Insured named in the Schedule hereto has/have paid (or agreed to pay) to the Insurers named herein (such Insurers being hereinafter called "the Insurers") the Premium stated herein as consideration for the following insurance during the period set forth in the Schedule below.

Now therefore this Policy witnesseth that the Insurers severally agree each for the proportion set against its name and not one for another (subject to the Conditions contained herein or endorsed or otherwise expressed hereon, which Conditions shall so far as the nature of them respectively will permit be deemed to be Conditions precedent to the right of the Insured to recover hereunder) to pay or make good to the Insured all such loss as the Insured may during the currency of this Policy sustain by reason of the perils enumerated in the Schedule hereto all as more fully set forth in the Policy on the identical subject matter and risk issued to the Insured by the Co-Insurers named herein.

Provided always that this Policy is subject to the same terms provisions conditions limitations and endorsements as are contained in or as may (with the approval of the Insurers) be added to the Co-Insurers Policy in accordance with the terms/particulars of such Policy

PROVIDED always that this Policy is subject to the same terms provisions conditions limitations and endorsements as are contained in or as may (with the approval of the Insurers) be added to the Co-Insurers Policy in accordance with the copy/particulars of such Policy lodged with the Insurers.

Provided further that

- (1) the liability of the Insurers under this Policy shall in no case exceed the participation expressed in the Schedule hereto of the limits of liability set forth in the Co-Insurers Policy.
- (2) the liability of each of the Insurers individually shall be limited to the respective proportion set against its name in the Schedule below.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

SCHEDULE		
THE INSURED	MONSANTO CHEMICAL COMPANY,	POLICY No. H.5095634.
OF	St Louis, Missouri.	THE CO-INSURERS Lloyd's Underwriters.
		THE CO-INSURERS POLICY No. 53.DD.1617.
THE PERILS	Excess Bodily Injury and Property Damage Liability.	
THE INSURERS	PARTICIPATION	PREMIUM
<i>The Dominion Insurance Company Limited - 1/3rd</i> <i>The London & Edinburgh Insurance Co. Ltd. - 1/3rd</i> <i>Anglo Saxon Insurance Association Limited - 1/6th</i> <i>Vanguard Insurance Company Limited - 1/6th</i>	- U.S.\$96,380.	U.S.\$220.30.
PERIOD OF INSURANCE:	From 15th April, 1953. To 15th April, 1954.	both days at Noon Local Standard Time.
and for any further period for which the Insurers shall accept a Renewal Premium		

In witness whereof this Policy is signed on behalf of the

Insurers this **25th** day of **September, 1953.**

PER C. F. & A. U. LTD.

EX'D BY

J.K.
A.G. 1044/Dec 52/5000 (7) 1/1

Comp. Coy
Accident Underwriter

B. S. Cooke
Underwriter.